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**DIGEST OF OTHER RECENT VIRGINIA DECISIONS.****Supreme Court of Appeals.**

Note.—In this department we give the syllabus of every case decided by the Virginia Supreme Court of Appeals, except of such cases as are reported in full.

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**HENNINGS v. PARSONS.**

March 12, 1908. Rehearing Denied.

[61 S. E. 866.]

**1. Brokers—Compensation—Persons Entitled.**—Where an owner puts his property in the hands of several real estate agents to sell, the agent who first procures a purchaser is entitled to his commission, to the exclusion of the other agents, unless such right is changed by contract.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Brokers, § 82.]

**2. Same—Contract—Exclusive Agency.**—A contract authorizing a real estate agent to sell certain property, and agreeing to pay him a specified commission if he sells or aids the owner in selling, and providing that the contract should "continue in force until ten days' notice is given in writing withdrawing the same from market," does not give the agent the exclusive agency for the sale of the property, so as to entitle him to commission on producing a purchaser after the property has been sold through another agent before the prescribed notice has been given.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 8, Brokers, § 82.]

**3. Same—Actions—Evidence.**—In an action to recover a commission under a broker's contract, evidence considered, and held to show that the contract under which the commission was claimed was not intended by the parties to give plaintiff an exclusive agency.

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**FANSHAW v. NORFOLK & PORTSMOUTH TRACTION CO.**

June 11, 1908.

[61 S. E. 790.]

**1. Appeal and Error—Scope and Extent of Review.**—Where at the first trial there was a verdict for plaintiff, which was set aside, and at the second trial no evidence was introduced and judgment went for defendant, the sole question for the appellate court on writ of error was whether or not it was error to set aside the verdict at the first trial.

**2. Carriers—Street Railroads—Injuries to Persons Alighting from Car—Sufficiency of Evidence.**—In an action against a street railroad for injuries to a passenger through the starting of the car while plaintiff was alighting therefrom, evidence held to support a

finding that another passenger, and not the conductor, gave the signal to start.

**3. Same—Setting Down Passengers—Giving Signal to Start—Duty of Conductor.**—It is the duty of the conductor of a street car to ascertain whether all passengers are on or off before signaling to start the car; but, if this duty may be performed equally as well from inside the car as at any other point, the conductor need not at the time be on the platform.

**4. Same.**—In an action against a street railroad for injuries to a passenger through the sudden starting of the car while plaintiff was alighting therefrom, owing to the giving of the signal to start by another passenger, a boy about 14 years old, it appeared that on the boy's ringing the bell about a mile from the place of the accident the conductor at once warned him not to repeat the interference, which warning was observed until the point of accident was reached, though in traversing the intervening distance a number of stops were made to allow passengers to alight. Held, that plaintiff could not recover.

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RUNDE v. COMMONWEALTH.

June 11, 1908.

[ 61 S. E. 792.]

**1. Intoxicating Liquors—Criminal Prosecutions—Indictment—Sufficiency.**—An indictment charging a violation of Acts 1901-02, p. 601, c. 516, for the suppression of tippling houses and the illegal sale of liquors in designated counties, which alleges that accused sold and delivered intoxicating liquors within one of the designated counties, is sufficient, without an averment of the precise time when or the person to whom the sale was made.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 29, Intoxicating Liquors. §§ 227, 237-239.]

**2. Same—Evidence—Admissibility.**—On the trial for a violation of Acts 1901-02, p. 601, c. 516, for the suppression of tippling houses and the illegal sale of liquors in designated counties, and which declares that the fact that any person has a license as a retail dealer from the United States shall be evidence of selling by retail, etc., a copy from the record in the office of the collector of internal revenue showing that accused held a United States license as a retail liquor dealer for a year was admissible.

[Ed. Note.—For cases in point, see Cent. Dig. vol. 29, Intoxicating Liquors. §§ 298, 298½.]

**3. Same—Presumptions.**—Under Acts 1901-02, p. 601, c. 516, for the suppression of tippling houses and the illegal sale of intoxicating liquors in designated counties, which declares in section 5 (page 602) that the fact that any person has a license as a retail dealer from the United States and no license from the state shall be evi-